

INTERLOCAL GOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement (hereafter "IGA") is entered into on the date set forth below between Vancouver Housing Authority, a Washington municipal corporation (hereafter "VHA"), the City of Vancouver, a Washington municipal corporation (hereafter "City") and Clark County, a Washington municipal corporation through its Community Services Department (hereafter "County") and collectively described as the "Parties".

I. Purpose

The purpose of the IGA is to establish a partnership between VHA, City and County to acquire and operate a facility to house homeless individuals hereafter referred to as the "Shelter". All the Parties will contribute funding for the acquisition of the facility. The County through its Community Services Department will select and provide funding to a non-profit service provider to handle daily operations of the Shelter. It is anticipated that the Shelter will operate for approximately three (3) years after which time it will revert to community affordable housing. The parties hereto have the authority to enter into interlocal agreements under Chapter 39.34 RCW for joint and cooperative activity and to provide for services to be provided by one governmental organization to another.

II. Background

Due to the ongoing pandemic, the resulting economic downturn and the increasing number of homeless individuals in the community, there is an urgent and significant need to provide shelter for homeless individuals. VHA is currently in negotiations to acquire an existing facility that will provide up to 63 non-congregate, continuous stay rooms for the homeless. The Parties will each contribute funding as set forth herein for acquisition and required renovation of the property. It is anticipated that the property will be acquired within the next ninety (90) days with necessary renovations completed so that the facility can be operational by March, 2021.

III. Exchange of Information

The Parties recognized that in order to successfully acquire, renovate and operate the facility, there needs to be open, comprehensive and regular exchanges of information. To the extent possible in accordance with their respective policies regarding disclosure of information and subject to state and federal law, the Parties will endeavor to provide one another with necessary information and data regarding the Shelter including but not limited to its daily and long term operations, financial considerations and issues and other relevant information necessary to carry out the purpose and intent of this IGA.

IV. General terms of the Agreement

- A. Acquisition and Renovation. VHA has identified a Property for acquisition. The anticipated purchase price shall not be in excess \$5,500,000 plus related closing costs. It is anticipated that the Property will be acquired by VHA in February, 2021. Renovation costs is estimated to be \$500,000. The Parties will contribute to the acquisition and renovation cost on the following basis:

VHA- \$2,000,000 loan
VHA - \$500,000 rehabilitation
City - \$2,500,000
County - \$1,000,000

The VHA shall serve as fiscal agent for all funds provided for acquisition and renovation. The other parties will be provided access to records for auditing and performance management purposes as required by law or reasonably requested.

- B. Maintenance and Repairs. The Shelter Operator will ensure that the building, rooms, and grounds are maintained in a clean and safe condition that complies with all applicable legal requirements and is reasonable for occupancy. Such maintenance and repairs shall be made using labor paid in accordance with applicable law. Expenses for short and long term maintenance of the Property shall be apportioned by agreement of the Parties as follows:

County - \$630,000 over the anticipated 3 years of operation for facility expenses not included in the Shelter Operator budget.

VHA - Up to \$90,000 per year for facility expenses not included in the Shelter Operator budget that is required for deficit after application of County funds.

The VHA shall serve as fiscal agent for all funds not incorporated within the Shelter Operator budget.

The other parties will be provided access to annual financial and acquisition-related records for auditing, federal reporting and performance management purposes as required by law or requested by any of the parties.

- C. Shelter Operations. County has issued a Request for Applications (RFA) in order to select an operator of the Shelter. The application process closes on February 5, 2021. A review committee composed of County, City and VHA staff will recommend a proposed operator prior to the end of February 2021. It is anticipated that the operator will be available to begin providing services in March 2021. The County will be solely responsible for operator funding with the exception of up to \$100,000 provided by VHA annually for supportive service budgetary deficits.

The Shelter will operate 24 hours a day, 7 days a week as a non-congregate facility so that Shelter residents will have individual rooms containing restroom facilities as a part of the effort to prevent the transmission of COVID-19.

- D. Eligibility for Residency. Eligibility for Shelter residency shall be limited to individuals residing within the County] and be limited to homeless individuals and homeless households that earn no more than 30% of the area median income ("AMI"). Referrals to the Shelter will be handled through the Coordinated Entry and Assessment System as utilized by the County and as required by the State. In addition, County and/or Shelter operator will enter accurate client-level data and program entry/exit into the Clark County Homeless Management Information System

(HMIS). The Parties may also utilize the City's Homeless Action Response Team (HART) along with community outreach teams and the Housing Solution Center to identify potentially eligible Shelter residents.

- E. Shelter Operator Contract. County will be responsible for controlling and directing the work of the Shelter operator and will ensure that the operator is complying with all relevant federal, state and municipal laws, rules and regulations. County will further ensure that the operator is contractually obligated to engage with and to provide Shelter residents with services and community support that addresses their physical and mental well-being with the goal of achieving positive and stable housing outcomes. County will require that the Shelter operator provide a quarterly progress report on Shelter operations which shall include a summary of case management activities. Individual case files will be periodically reviewed by County staff.

Funding Shelter Operations. Funding for Shelter operations shall be the responsibility of the County and the VHA and will be coordinated by the County from a variety of federal, state and local funding sources including, but not limited to, state funds for new shelter beds, federal Emergency Solutions Grant shelter funds and local Mental Health funds if available. Annual operations costs for the Shelter are estimated to be \$2,299,500

VHA- \$100,000 per year;
County \$2,199,500 per year.

The VHA shall serve as fiscal agent for all funds provided for shelter operations. The City will be provided access to records for auditing and performance management purposes as required by law or reasonably requested. Funds available for shelter operations are anticipated to be expended within a 2-3 year period.

- F. Administrative Expenses. The parties agree that each shall be responsible for covering their own administrative overhead costs associated with the performance of this IGA.
- G. Media and Communications. County will be responsible for handling all media inquiries and communications as well communication with the general public.

V. Duration of Agreement and Disposition of Assets

A. Duration. This IGA shall be in effect for three (3) years from the date of the last signature. Six months prior to expiration, the Parties will discuss expiration or renewal based on an assessment of whether the Shelter as described herein can continue to operate. Any extension of this IGA shall be in writing, signed by the parties.

B. Disposition of Assets. Upon expiration of this IGA, the County and City agree that VHA as owner of the Shelter property may convert its use from a shelter facility to a permanent affordable housing facility. For purposes of this Agreement, the term "affordable housing" shall mean rents at the level not exceeding 60% of Area Median Income rents provided by the Washington State Housing Finance Commission. A minimum of 27 of the 63 housing units of the affordable housing and facilities providing

housing-related programs in (a)(i) of this subsection will be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of Clark County, consistent with RCW 82.14.530 (2.(b)). Upon expiration of this IGA, any unspent funds held by any fiscal agent(s) identified within this agreement shall be apportioned 100% to the VHA.

The City contribution is to be repaid in full to the City if the use of the facility is changed from serving homeless or low income residents, or sold without a covenant requiring subsequent owners to comply with affordability standards consistent with the eligibility terms above.

VI. Hold Harmless

Hold Harmless. Each party to this IGA will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

VII. Miscellaneous Provisions

A. Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.

B. Amendments. The Parties agree that subsequent to the execution of this IGA, it may be necessary to adjust the apportionment of allotted funds set forth herein due to operational or other changes in how the Shelter functions. It is further agreed that any such changes may be done administratively by staff and will not require this IGA to be formally amended provided (i) the total amount provided by each entity remains the same, and (ii) provided further that any such changes cannot be unilateral and must be agreed upon by administrative staff for the Parties in writing.

C. Assignment. None of the parties shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon each party and their successors and permitted assigns.

D. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Clark County, Washington.

E. Filing. A copy of this Agreement and any subsequent amendments shall be filed with the Auditor of Clark County, Washington, within five days of the date of its execution, provided, however, that failure to file this Agreement shall not affect the validity of the Agreement.

F. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

G. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

H. Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.

I. Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail or Email and addressed as follows:

If to the County:

Clark County Community Services
Contracts Unit
PO Box 5000
Vancouver, WA 98666
lynn.mueller@clark.wa.gov

Copy to the applicable Prosecuting Attorney: Amanda Migchelbrink

If to the City:

Aaron Lande, Policy & Program Manager
City Manager's Office
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
aaron.lande@cityofvancouver.us

Copy to the Vancouver City Attorney: Jonathan Young

If to VHA:

Roy Johnson, Executive Director
Vancouver Housing Authority
2500 Main
Vancouver WA 98660
rjohnson@vhausa.com

Copy to the Agency Attorney: Ted Gathe

I. Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.


J. Interlocal Cooperation Act. The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties agree that no separate legal entities are necessary in order to carry out this Agreement and that none have been created.

K. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

IN WITNESS HEREOF, Clark County, City of Vancouver and VHA have executed this agreement effective as of the last date set forth below for approval by the three parties.

Execution and Signature page

Vancouver Housing Authority:



Roy Johnson, Executive Director

1/28/2021

Date

Clark County:



Kathleen Otto, Interim County Manager

Feb. 2, 2021

Date

City of Vancouver:

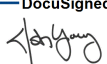
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75A9183485CA407...
Eric Holmes, City Manager

2/9/2021

Date

Approved to form:

DocuSigned by:


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Jonathan Young, City Attorney

Attest:

DocuSigned by:


BCF6734E40E94AE...
Natasha Ramras, City Clerk